

AN ORDINANCE 101650

**AUTHORIZING A RENEWED AGREEMENT WITH THE
FEDERAL RESERVE BANK OF DALLAS FOR PAYMENT OF
\$38,550.00 FROM THE FEDERAL RESERVE BANK OF DALLAS
TO OFFSET ANNUAL LOSS OF REVENUES FROM THE
PREVIOUS REMOVAL OF PARKING METERS ADJACENT TO
THE FEDERAL RESERVE BUILDING LOCATED IN DISTRICT
1.**

* * * * *


BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City authorizes and directs the City Manager or his designee: (A) to execute and deliver (1) a No-Parking Zone Agreement with the Federal Reserve Bank of Dallas substantially in the form attached hereto as Exhibit A, (2) all other documents necessary or convenient to effect the transaction contemplated in the above renewal; and (B) otherwise to do all things necessary or convenient to effect the transaction, including making non-material changes to the terms of the renewal.

SECTION 2. The City further hereby authorizes the director of the department containing the Parking Division, without further council action: (A) to execute and deliver through 2026 renewals of no-parking zone agreements with the Federal Reserve Bank of Dallas and (B) otherwise to do all things necessary or convenient to put into effect such agreements.

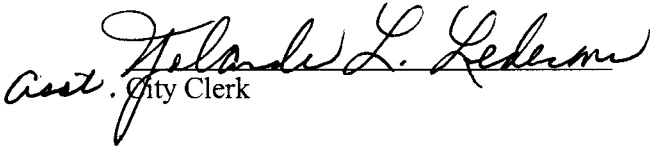
SECTION 3. This ordinance shall become effective November 13, 2005, unless it receives the eight votes requisite to immediate effectiveness under City Code of San Antonio § 1-15, in which case it shall be effective immediately.

PASSED AND APPROVED this 3rd day of November, 2005.

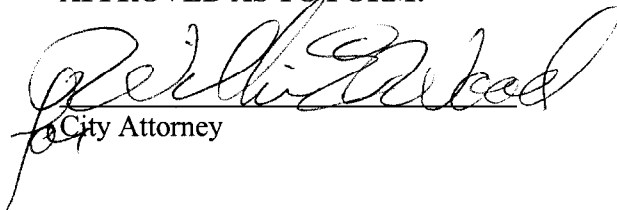

M A Y O R

ATTEST

PHIL HARDBERGER


City Clerk

APPROVED AS TO FORM:


City Attorney

Agenda Voting Results

Name:

~~SS.~~ 44

Date:

11/03/05

Time:

06:56:40 PM

Vote Type:

Multiple selection

Description: An Ordinance authorizing the execution of an Interlocal Services Agreement up to a maximum of \$325,000.00 with the Texas Department of State Health Services (TDSHS) to conduct a total of five (5) Behavioral Risk Factor Surveillance Surveys (BFRSS) for the period November 1, 2005 through September 30, 2009; and authorizing payments for contractual services. [Presented by Dr. Fernando A. Guerra, Director, Health; Frances A. Gonzalez, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2	Not present			
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		X		
MAYOR PHIL HARDBERGER	MAYOR		x		

Exhibit A

No-Parking Zone Agreement

Bank: Federal Reserve Bank of Dallas

Bank's Address: 126 East Nueva Street, San Antonio, Texas 78204

City: City of San Antonio

City's Address: City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966

**Authorizing
Ordinance (No. & Date):**

Predicate Facts

Whereas, Bank considers parking adjacent to the Federal Reserve Bank Building at 126 E. Nueva Street to be a security hazard.

Whereas, pursuant to an Agreement with Bank approved by Ordinance No. 96145 dated August 8, 2002, City removed 29 parking meters located on Main, Dwyer, and Stumberg Streets, as more fully described in **Exhibit A**.

Whereas, Bank and City renewed the 2002 agreement in 2004, and the 2004 agreement has now expired.

Whereas, City made the earlier agreements in exchange for Bank compensating City for lost parking revenue.

Rights and Obligations

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. No-Parking Zone.** City will refrain from re-installing meters in the area marked on Exhibit A and will maintain "No Parking" signs at appropriate intervals.
- 2. Compensation for Lost Revenue.** Bank must pay \$38,550 into City's Parking Enterprise Fund on or before October 1, 2005.
- 3. Term.** This Agreement runs from August 18, 2005 through August 17, 2006.
- 4. City Revocation.** If City cancels this Agreement other than for Bank's failure to pay, subject to the appropriation of available funds by the San Antonio City Council, and upon presentment of a statement by Bank, City will reimburse Bank the portion of Bank's prepaid compensation allocable to the period after City's cancellation.

5. Further Agreements. Each year, at least 90 days before one of these agreements expires, not to extend beyond 2026, the parties may negotiate a renewed agreement along the same terms as this one, with the annual payment of compensation subject to the San Antonio City Council approval. Meter rate increases will be taken into consideration as part of the negotiations each year.

6. Binding Nature, Assignments. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this agreement without the consent of the other.

7. Not Conveyance. This Agreement does not convey title to or any interest in real property.

In Witness Whereof, the parties have hereunto caused their representatives to set their hands:

City:

Bank:

**City of San Antonio, a Texas
municipal corporation**

Federal Reserve Bank of Dallas

Signature: _____

Signature: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

Approved As To Form:

City Attorney